

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 17	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER NNC14ZCH013R	
6. SOLICITATION ISSUE DATE 01/24/2014		7. FOR SOLICITATION INFORMATION CALL:		a. NAME William J Varis		b. TELEPHONE NUMBER (No collect calls) 216-433-5914	
8. OFFER DUE DATE/ LOCAL TIME		9. ISSUED BY NASA/Glenn Research Center 21000 Brookpark Road, MS 60-1 Cleveland OH, 44135-3127		CODE		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: _____ % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 221210 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS net 30 days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO See Item 9.		CODE		16. ADMINISTERED BY NASA/Glenn Research Center 21000 Brookpark Road, MS 60-1	
17a. CONTRACTOR/ OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY NASA/Shared Services Center Financial Management Division (FMD) Accounts Payable/Bldg 1111, C Road NSSC-AccountsPayable@nasa.gov Stennis Space Center MS 39529-6000		CODE	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		TELEPHONE NO.			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
1		Natural Gas Management Cost. (12 months)		1		LS	
(Use Reverse and/or Attach Additional Sheets as Necessary)							
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED

☐ INSPECTED

☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY *(Print)*

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT *(Location)*

42c. DATE REC'D *(YY/MM/DD)*

42d. TOTAL CONTAINERS

TERMS AND CONDITIONS OF ORDER

SECTION A.1 GENERAL - COMMERCIAL ITEMS

[] GSA Schedule Item: This order is for a commercial item subject to the terms and conditions of the GSA Schedule Contract cited and any additional terms and conditions included below as addenda to FAR clause 52.212-4, Contract Terms and Conditions -- Commercial Items, contained in the GSA Schedule Contract.

[X] Open Market Item: This order is for a commercial item subject to the terms and conditions of FAR 52.212-4, Contract Terms and Conditions -- Commercial Items, incorporated by reference; FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes and Executive Orders, attached to this order; and any additional terms and conditions included below as addenda to 52.212-4.

This order incorporates the following FAR and NASA FAR Supplement (NFS) clauses by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government, include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause may be accessed electronically at this/these address(es):

FAR: <http://www.acqnet.gov/far/>

NFS: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

SUPPLEMENTAL INFORMATION - SIMPLIFIED ACQUISITIONS (4/11/2013)

A. The following information is provided relative to this order:

1. The Government technical contact for this order is: **TBD**
The technical contact may be reached at: **TBD**
2. This order is a rated order under DPAS (15 CFR 700). The Rating is DO-A7 if the requirement is for electronic and/or communications equipment. The Rating is DO-C9 for all other requirements.
3. If this order is for items and/or services that are directly related to space flight hardware and/or related ground support equipment, the following requirements apply:
 - a. Prior to making any changes in the following areas relative to the required items and/or services, the Contractor must submit a written request to the Contracting Officer and receive written approval before proceeding: 1) Product and/or process description(s), 2) Intended suppliers, 3) Manufacturing facility location.
 - b. If performance under this order results in a nonconforming product, the Contractor must submit a written notice to the Contracting Officer and receive written disposition instructions for that nonconforming product.
 - c. All quality records (e.g. technical progress reports, process certifications, test results, etc.) created or received by the Contractor in the performance of this order shall be maintained and safeguarded by the Contractor until provided to the Government as specified elsewhere in this order, or, if not specified elsewhere, at the conclusion of this order.
 - d. The Contractor shall include the applicable requirements of the Statement of Work/Specification, and the requirements of this paragraph (3) in all subcontracts.
4. The Government requires all vendors receiving awards to be registered in System for Award Management (SAM). The web site for this registration is: <https://www.sam.gov>

5. Submit invoices to:
NASA Shared Services Center (NSSC)
Financial Management Division (FMD) – Accounts Payable
Bldg. 1111, C. Road
Stennis Space Center, MS 39529
Email: NSSC-AccountsPayable@nasa.gov
Fax: 866-209-5415
6. Tax Identification Number (TIN) must be provided with the invoice for payment
7. **FOR BILLING INFORMATION, CONTACT THE NSSC at 1-877-677-2123**
8. If this order is for safety critical items, or for services that involve, or are likely to involve, the furnishing of safety-critical items*, in accordance with NASA Procedural Requirements (NPR) 8735.1, the Contractor shall participate in the Government-Industry Data Exchange Program (GIDEP), and comply with the requirements of the GIDEP Operations Manual (GIDEP S0300-BT-PRO-010) and the GIDEP Requirements Guide (S0300-BU-GYD-010). These documents, as well as other information and materials concerning GIDEP are available from:

GIDEP Operations Center
P.O. Box 8000
Corona, CA 92878-8000

Phone: (951) 898-3207
FAX: (951) 898-3250

Website: www.gidep.org

*Safety-critical item means a part, an assembly, installation equipment, launch equipment, ground support equipment, recovery equipment, or support equipment for an aircraft, launch vehicle, or space vehicle if the part, equipment, or assembly contains a characteristic whose failure, malfunction, or absence could cause a catastrophic or critical failure resulting in the loss of or serious damage to the craft/vehicle, an unacceptable risk of personal injury, or loss of life.

The Contractor shall review all GIDEP ALERTS, GIDEP SAFE-ALERTS, GIDEP Problem Advisories, GIDEP Agency Action Notices, and NASA Advisories to determine if they affect the Contractor's products and/or services provided to the Government. If any of the aforementioned documents affect the Contractor's products and/or services provided to the Government, the Contractor shall take action to eliminate or mitigate any negative effect. The Contractor shall generate applicable failure experience data report(s) (GIDEP ALERT, GIDEP SAFE-ALERT, GIDEP Problem Advisory) in accordance with the requirements of GIDEP S0300-BT-PRO-010 and S0300-BU-GYD-010 whenever failed or nonconforming items, available to other buyers, are discovered during the course of the contract. The Contractor agrees to include the preceding language in subcontracts for supplies exceeding \$500,000.00, and subcontracts of any dollar amount when safety critical item(s), as identified by the Contract, are to be supplied. When so inserted, the words, "Contractor" shall be changed to "Subcontractor," and "Government" shall be changed to "Customer."

9. If travel to a foreign country will be required in the performance of this contract, the contractor shall request a defensive counterintelligence travel briefing from the GRC Counterintelligence Office at least 2 weeks prior to travel. Only approved and sanitized Information Technology (IT) devices including laptops, flash drives, thumb drives, memory sticks, smart phones or PDA's will be authorized to be taken on travel. Approval must be obtained from the GRC Information Technology Security Manager for any IT device to be transported outside the US. All NASA documents or information must be reviewed and approved by either the GRC Center Export Administrator or a cognizant GRC Center Export Representative prior to travel. Any IT or data system, device or document containing NASA sensitive information as outlined in NPR 1600.1 paragraph 5.24, must be reviewed and approved by the GRC Security Management and

Safeguards Office Information Security Specialist prior to travel.

B. The following information applies to this order if selected:

- ☒ **C-198 Instructions:** Upon satisfactory completion of the required services, the Government Representative shall, to ensure prompt payment to the Contractor, issue and distribute a NASA-C-198 form. The form can be obtained from the Glenn Electronic Forms Page at:
<http://ltid.grc.nasa.gov/Eforms/InformedWebPages/Home.htm>
- ☒ The Government Representative responsible for scheduling the required services and verifying satisfactory completion is: **TBD**
This individual may be reached by calling: **TBD**
- ☐ **Certificate of Conformances:**
Certificate of Conformance is required and must accompany shipment for items:(s)
- ☐ The Glenn Human Capital Development Branch is authorized to initiate, discuss, and finalize with the vendor any necessary modifications to the training date(s) specified in this order only to the extent that such modifications shall not result in any change to the order price or the scope of the contract

ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS

52.247-34 F.o.b. Destination. (NOV 1991)

1852.215-84 Ombudsman. (NOV 2011)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, whose name, address, telephone number, facsimile number, and email address may be found at:
http://prod.nais.nasa.gov/pub/pub_library/Omb.html. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the Agency ombudsman identified at the above URL. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

1852.223-72 Safety and Health (Short Form). (APR 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness; damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures consistent with standard industry practice in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the Changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. In situations where the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action. The Government may pursue appropriate remedies in the event the Contractor fails to promptly take the necessary corrective action.

(e) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (e) and any applicable Schedule provisions, with appropriate changes of designations of the parties, in subcontracts of every tier that exceed the micro-purchase threshold.

(End of clause)

1852.225-70 Export Licenses. (FEB 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at *[insert name of NASA installation]*, where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

1852.237-73 Release of Sensitive Information. (JUN 2005)

(a) As used in this clause, "Sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages *[insert page numbers or other identification of pages]*. Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of

performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

52.212-5 ATTACHMENT

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items. (SEP 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☐ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

☐ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (AUG, 2013) (31 U.S.C. 6101 note).

☐ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

☒ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

☐ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (11) (Reserved)

☐ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

- ☐ (ii) Alternate I (OCT 1995) of 52.219-7.
- ☐ (iii) Alternate II (MAR 2004) of 52.219-7.
- ☐ (14) 52.219-8, Utilization of Small Business Concerns (JUL 2013) (15 U.S.C. 637 (d)(2) and (3)).
- ☐ (15)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (OCT 2001) of 52.219-9.
- ☐ (iii) Alternate II (OCT 2001) of 52.219-9.
- ☐ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (18) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- ☐ (ii) Alternate I (JUN 2003) of 52.219-23.
- ☐ (20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (23) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).
- ☐ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013) (15 U.S.C. 637(m)).
- ☒ (26) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ☒ (27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- ☒ (28) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ☒ (29) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- ☐ (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

[X] (31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

[] (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

[] (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[] (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[] (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

[] (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

[] (ii) Alternate I (DEC 2007) of 52.223-16.

[X] (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011).

[X] (39) 52.225-1, Buy American Act - Supplies (FEB 2009) (41 U.S.C. 10a-10d).

[] (40)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

[] (ii) Alternate I (MAR 2012) of 52.225-3.

[] (iii) Alternate II (MAR 2012) of 52.225-3.

[] (iv) Alternate III (NOV 2012) of 52.225-3.

[] (41) 52.225-5, Trade Agreements (SEP 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[X] (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

[] (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

☐ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

☐ (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (47) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☒ (48) 52.232-33, Payment by Electronic Funds Transfer - System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (49) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (50) 52.232-36, Payment by Third Party (JUL 2013) (31 U.S.C. 3332).

☐ (51) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐ (52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

☐ (1) 52.222-41, Service Contract Act of 1965 "(NOV 2007)" (41 U.S.C. 351, et seq.).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements "(NOV 2007)" (41 U.S.C. 351, et seq.).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

☐ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247).

☐ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 "(NOV 2007)" (41 U.S.C. 351, et

seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements "(NOV 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Statement of Work

The Contractor shall provide natural gas supply management services for the NASA Glenn Research Center (GRC) located in Cleveland, OH (Dominion/East Ohio Gas) and the NASA Plum Brook Station (PBS), located in Sandusky, OH (Columbia Gas).

A. The Contractor shall assist GRC and PBS in the management of its natural gas purchasing and supplier management (approximately 500,000 MCF per year for the GRC and approximately 40,000 MCF per year for the PBS)

Contractor responsibilities shall include:

1. Assist in the solicitation, selection, and award of contract with natural gas suppliers, using an electronic web-based system to compete basis cost.
2. Review and assist in contract performance and any invoicing reconciliation.
3. Assist in daily NYMEX Risk Management.
4. Monitor real time market pricing.
5. Advise the Government on business issues and market conditions.
6. Provide detailed reports explaining views of all costs.
7. Provide any and all information and services described under Exhibit A, Definition of Services, attached.
8. Provide a reasonable response to any and all inquiries or requested services made by the Government (NASA-GRC and or NASA-PBS) to assist in understanding changes in the natural gas market and or natural gas industry.

B. Enhanced Seasonal Service (Storage Program)

The Glenn Research Center has reserved 280,000 MCF in the Enhanced Seasonal Service (Storage Program) with Dominion/East Ohio for the winter months. The Contractor shall monitor this storage program.

C. Period of Performance

The contract period of performance shall be for 12 months commencing upon execution of contract.

D. Electric Power

Perform consulting, analysis, modeling and evaluation on the electric power market. This will be on an as needed basis and will be incorporated into the contract via a contract modification.

1.1 PROACTIVE ENERGY PURCHASING AND ONLINE MANAGEMENT REPORTS (SP)

- Create and review customized Postings and review with Customer prior to releasing to Supplier network. Include attachments such as volume forecasts, financials, contract stipulations and other relevant information.
- Manage all Supplier communications, questions and offers. This may include coordinating calls between interested Suppliers and certain decision makers with the Customer.
- Create Supplier Response Report, which contains feedback relative to each Supplier's interest.
- Review the specific details of all pricing and terms and conditions for each Supplier with Customer in "Apples to Apples" report.
- Review Supplier contracts and advise Customer based on business issues contained in each and their respective positive and negative impacts. The contractor shall not provide any legal advice. Customer is advised to seek its own legal advice before signing.
- Advise Customer as to best overall Supplier. Customer retains control of and makes final decision and award to the Supplier of choice.
- Automated communications bind the Customer and Supplier to the deal as awarded.
- Formal paper contracting process begins between Customer and Supplier if requested. The contractor is involved as needed.
- Comprehensive natural gas market information is available online 24/7 including the following:
 - o NYMEX Pricing (Delayed Data)
 - o Weather Forecasting
 - o Energy Industry Links
 - o Historical/Research Data
- Approximately every two weeks we produce and E-mail customers our Market Statistics Report including the following data:
 - Fundamental Technical Analysis Summary / Recap
 - Market Pricing and Indicator Data (Rig Counts, Storage Figures, etc.)
- Major Market Movement Notices are E-mailed periodically as the market dictates.
- A customized contract library is created that will contain scanned Supplier and Utility contracts in PDF format with convenient sorting and filtering capabilities.
- Detailed cost management, usage and budgeting reports E-mailed once per month and generally available online 24/7/365.
 - o Total Current Spend and Forecasted Costs
 - o Breakout of all Cost Components: Basis, NYMEX, Utility
 - o NYMEX Hedges and/or Fixed Price Positions
 - o Budgeting "What If" Scenarios
 - o Bank Value, if Applicable

1.2 INTEGRATED RISK MANAGEMENT (NX)

- Provide information and suggestions related to various financial hedging options and cost impact. •
- Real Time Market Monitoring, Trigger Tracking / Reporting.
 - o Track open "informational" targets and actual open "trigger" orders in a real time pricing database.
 - o Cost and Market Impact Reporting on all executed orders.
 - o Audit reports ensuring targets (informational or trigger) have been established. •
- Budget Based Price Targeting.
 - o Customized review and analysis of individual cost objectives and risk avoidance levels.

1.3 INVOICE RECONCILIATION (IR)

- Receive and audit Utility and Supplier invoices for physical energy deliveries.
- Coordinate and follow-up with the Utility or Supplier to correct any errors.
- Scan invoices into PDF format and post to an online Library with convenient sorting and filtering capabilities.
- E-mail funds requisition to Customer for payment as necessary.
- Evaluate rate class optimization opportunities as appropriate

1.4 24x7x365 OPERATIONS: NOMINATION AND BALANCING (NB)

If Customer has selected the Nomination and Balancing Service (NB) Customer hereby appoints and authorizes the contractor as its duly authorized agent for the purpose of balancing its usage for its facilities listed below in accordance with the rules and regulations of the facility's natural gas utility. As such, Customer grants the contractor and its representatives full purchasing, sales, and subsequent signature authority for natural gas purchases or sales made for the sole purpose of maintaining Customer's facilities to within their utility's balancing parameters (deemed "balancing transactions"), or as otherwise directed by Customer in writing. The contractors authority in this matter is further limited to purchases or sales of less than 32 days in nature unless otherwise directed by Customer. World Energy Solutions will promptly record any such balancing transactions and will make said records available to Customer at all times. Customer acknowledges that it retains ultimate responsibility for its facility's utility compliance.

- Only for qualified facilities having annual usage of + 100,000 Dth with electronic meter read capabilities and located in certain utility areas.
- Provide daily, weekly and monthly monitoring of gas flows comparing deliveries to consumption.
- Nominate and balance with each utility or pipeline operational balancing agreement (DBA) per their operational rules and requirements.
- Manage bank per utility requirements.
- Manage spot sales and purchases of excess or incremental gas as needed.
- Online 24/7 reporting of balance / banking position.
- 24/7 emergency operations contacts provided.